

Steven A. Groode, Bar No. 210500
sgroode@littler.com
Jannine E. Kranz, Bar No. 272389
jkranz@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 310.553.5583

Attorneys for Defendants
MEDLINE INDUSTRIES LP (formerly known as
"MEDLINE INDUSTRIES, INC.") AND MEDLINE
INDUSTRIES HOLDINGS, L.P.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DEJA NAIR, on behalf of herself and all other
similarly situated, and as an "aggrieved
employee" on behalf of other "aggrieved
employees" under the Labor Code Practice
Attorneys General Act of 2004,

Plaintiff,

v.

MEDLINE INDUSTRIES, INC., an Illinois
corporation; MEDLINE INDUSTRIES
HOLDINGS, L. P., a Delaware limited
partnership; MEDLINE INDUSTRIES, LP, an
Illinois limited partnership; and DOES 1-50,
inclusive,

Defendants.

Case No. 2:22-CV-00331-TLN-JDP

**STIPULATION AND ORDER TO STAY
ACTION**

JOINT STIPULATION

Plaintiff Deja Nair (“Plaintiff”) and Defendants Medline Industries, LP (formerly known as “Medline Industries, Inc.”) and Medline Industries Holdings, L.P. (collectively, “Defendants” or “Medline”) (collectively the “Parties”), by and through their respective counsel of record hereby stipulate and agree as follows:

WHEREAS, Plaintiff and Medline are parties to an arbitration agreement.

WHEREAS, Plaintiff’s operative First Amended Complaint contains a cause of action for civil penalties under the California’s Private Attorneys General Act (“PAGA”).

WHEREAS on December 15, 2021, the U.S. Supreme Court granted certiorari in *Moriana v. Viking River Cruises, Inc.*, No. B297327, 2020 WL 5584508 (Cal. Ct. App. Sept. 18, 2020), *review denied* (Dec. 9, 2020), *cert. granted*, No. 20-1573, 2021 WL 5911481 (U.S. Dec. 15, 2021) (Supreme Court Case No. 20-1573) (“*Viking River*”), to decide whether the Federal Arbitration Act requires enforcement of a bilateral arbitration agreement providing that an employee cannot raise representative claims, including under the PAGA – in other words, challenging the holding of the California Supreme Court in *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014) (“*Iskanian*”).

WHEREAS, *Viking River* is scheduled to be heard this term (i.e., the October 2021-June 2022 term), with oral argument held on March 30, 2022.

WHEREAS, given the normal schedule of the U.S. Supreme Court, and fact that oral argument has been heard, a decision will be issued by June 30, 2022 before the summer recess.

WHEREAS, the Parties believe that judicial economy would be served by a brief stay of this matter to allow for a decision by the U.S. Supreme Court in *Viking River Cruises* as the decision in that case is likely to impact the Parties and rights and obligations under the arbitration agreement.

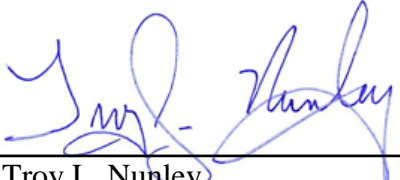
ORDER

Pursuant to the Parties' stipulation and good cause appearing, the Joint Stipulation to Stay Action is **GRANTED**:

1. This case shall be stayed in its entirety pending a decision from the United States Supreme Court in *Moriana v. Viking River Cruises, Inc.*, No. B297327, 2020 WL 5584508 (Cal. Ct. App. Sept. 18, 2020), *review denied* (Dec. 9, 2020), *cert. granted*, No. 20-1573, 2021 WL 5911481 (U.S. Dec. 15, 2021) (Supreme Court Case No. 20-1573) ("*Viking River*").
2. All case deadlines are hereby vacated pending the decision in *Viking River*.
3. The Parties shall file a joint status report within 30 days of the decision in *Viking River*.

IT IS SO ORDERED.

DATED: April 1, 2022



Troy L. Nunley
United States District Judge